

Emergency Management Performance Grant (EMPG)

FFY2016-17 State and Local Agreement (SLA)

The State of Montana and Fictional County

(Effective when signed by all parties)

ARTICLES OF AGREEMENT

These Articles are a binding part of the Emergency Management State and Local Agreement. They are compatible with Federal Emergency Management Agency (FEMA) and other applicable Federal standards, regulations and guidance. *All references to "county" should also be interpreted as "Tribal Nation," when applicable.*

ARTICLE I. PURPOSE

This Emergency Management State and Local Agreement provides a single funding, operating, and reporting instrument for the accomplishment of agreed upon activities and products under the included performance activities to justify local funding assistance. The Agreement, in particular, acknowledges that preparedness, response, recovery, and mitigation activities apply to and are required for natural, manmade, and technological disasters in Montana.

ARTICLE II. SCOPE OF WORK

Objectives to be accomplished and projects to be produced by the county/Tribe are specified in each Emergency Management Function (EMF). **100% of the annual agreed upon/signed application/ awarded SLA requirements must be completed.**

ARTICLE III. PERIOD OF PERFORMANCE

The period of performance for this agreement shall be the Federal Fiscal Year 2017 from October 1, 2016 to September 30, 2017 except for final reports, monitoring and audit requirements. There will be no extensions.

ARTICLE IV. AGREEMENT OFFICIALS

- A. The Administrator of Montana Disaster and Emergency Services (MTDES) or designated alternate is responsible for committing the state to the terms of this Agreement.
- B. The County Commission Chairperson or designated alternate is responsible for committing the County to the terms of this Agreement whereas the appropriate Tribal Government Chairperson or elected official is responsible for committing to the terms of this Agreement.
- C. The County Disaster and Emergency Services (DES) Coordinator and or the Tribal DES Coordinator shall be the principal official responsible for planning, reporting on, and assuring performance objectives and accomplishments of results, as defined in the Agreement.
- D. The County Financial Officer/Treasurer and/or Tribal Financial Officers are responsible for verifying and signing the Reimbursement Requests and Local/Tribal Match forms prior to submission to MTDES.

ARTICLE V. COSTS, AWARD AMOUNTS, AND PAYMENTS

- A. The State shall not be liable under this Agreement for any amount greater than the amount available to each county/Tribe through their grant award amount.
- B. No costs eligible under this Agreement shall be incurred before October 1, 2016 or after September 30, 2017

ARTICLE VI. REPORTS

Reporting shall be in accordance with the SLA Procedures Manual. **All performance reports are due no later than ten days after the end of each quarter to MTDES. All quarterly financial reports and reimbursement requests/matching documents are due no later than 45 days after the end of each quarter.** Failure to submit the quarterly performance report or reimbursement requests on time will result in a reminder. Failure to submit reports within one week of receiving the reminder will result in a letter of non-performance to the County Commission/Tribal Chairperson. Failure to comply with the requirements of this agreement may result your assignment to "Sub-grantee High Risk" status and a possible loss or withholding of program funding.

ARTICLE VII. NON-PERFORMANCE - AVAILABILITY

Failure of the County/Tribe to accomplish the objectives set forth in this Agreement, without justification and acceptance by the State, may subject the county/Tribe to the withholding of any funds, from whatever source, provided under this agreement. This also applies to the availability of the County Emergency Manager, ability to complete the core requirements listed in the agreed upon scope of work above, and maintaining an office schedule commensurate with their expected percentage of time worked for Emergency Management.

ARTICLE VIII. SLA GOAL

To protect Montana's citizens and their property from the effects of natural, manmade, and technological disasters through a comprehensive emergency management program of preparedness, response, recovery, and mitigation.

ARTICLE IX. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE X. STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XI. ACCRUALS

Accruals, as established within Montana Operations Manual Policy, are valid obligations incurred but unpaid as of fiscal year-end. The general criteria for determining valid obligations are discussed below: Materials and supplies should generally be expended in the fiscal year received. Goods ordered but not received as of fiscal year-end may be accrued if a purchase order (state and/or agency) was issued. Services should, as a general rule, be charged against the fiscal year in which the services will be received. Equipment should be charged against the fiscal year in which a purchase order (PO) was issued. Commitments related to unperformed, legally binding contracts existing at year-end may be accrued. It is the responsibility of the person approving the accrual to verify that the valid obligation criteria has been met, and to retain adequate supporting documentation. The following guidelines are recommended as minimum requirements for supporting documentation: All journals submitted for processing should contain adequate explanations and supporting documentation. Estimates for utilities should be well documented. Estimates for computer programming services should be supported by a contract. Other contracts should be attached, where applicable; otherwise reference should be made to a claim for which the contract is attached. **Accrual**

documentation is required of all sub recipients by the Montana Department of Administration, State Financial Services Division, and must be submitted no later than the second week of June, or as instructed by the State Administrative Authority (MTDES).

SIGNATURES

I hereby agree to implement and enforce all agreed upon/awarded provisions and appendices of the Emergency Management State and Local Agreement. The County/Tribal emergency manager has briefed the Commission/Council on the requirements of the SLA.

I understand failure to comply with the requirements of this agreement may result in loss of program funding.

The County/Tribe is required to comply with the following federal rules and regulations;

- Will comply with all federal statutes relating to Assurances, Administrative Requirements and Cost Principles. Depending on the nature of your jurisdiction type this may include one or more of the following: Office of Management and Budget (OMB) Circular A-102, Requirements for Grants and Cooperative Agreements to State and Local Governments (also found in 44, Code of Federal Regulations (CFR) part 13); OMB Circular A-110 for Institutions of Higher Education, Hospitals and other Non-Profits (2 CFR Part 215); and Cost principles from one of the following sources: OMB Circular A-21 (2 CFR Part 220) for Educational Institutions, OMB Circular A-87 (2 CFR Part 225) Cost Principles for State, Local and Tribal Governments, OMB Circular A-122 (2 CFR Part 230) Cost Principles for Non-Profit Organizations, and State, Local Governments and Tribal Governments must comply with OMB Circular A-133, Audits of State, Local Governments and Non-Profit Organizations.
- All recipients must acknowledge their use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations funded in whole or in part with Federal funds.
- All recipients will ensure that any project activities outside the United States are coordinated with appropriate government agencies and appropriate licenses, permits and approvals are obtained in advance.
- All recipients must have a publically- available privacy policy on personal information they may collect.
- Any or all copyright material produced will contain an acknowledgement of Government sponsorship.
- All recipients will comply with Executive Orders 12549 and 12689 with regard to fraud, waste and abuse and persons on the debarred or suspended Federal Register.
- All recipients will comply with the Drug-Free Workplace Act of 1988 (2 CFR 3001).
- All recipients must comply with 2 CFR Part 225 regarding duplication of benefits and costs that may not be charged to other Federal awards to overcome fund deficiencies.
- All recipients must comply with 31 USC 3729 that no recipient may submit false claims for payments.
- All recipients are required to be non-delinquent in their repayment of Federal debt (OMB Circular A-129).
- All recipients must comply with Preference for U.S. Flag Air Carriers.
- All recipients must ensure that all conference, meeting, convention or training space funded with Federal funds complies with the Federal Fire Prevention and Control Act of 1974 (15 USC 2225).
- All recipients must comply with 31 USC 1352 in that no Federal funds may be used to lobby any Member of Congress or employee of Congress in connection with any Federal action concerning award or renewal.
- All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.
- All recipients must comply with the Trafficking Victims Protection Act (TVPA) of 2000 (2 CFR 175.15).
- All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act).
- All recipients must obtain prior approval before using Department of Homeland Security (DHS) seal or logo.
- All recipients must agree to comply with all applicable provisions regarding State and DHS access to records, accounts, documents, information, facilities and staff with regard to this Federally funded grant.
- FEMA reserves the right to make Post Award Changes and if so will notify the State and Sub-recipient in writing.
- All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 USC 6101).
- All recipients must comply with the requirements of the Americans with Disabilities Act (42 USC 12101-12213).
- All recipients must comply with the requirements of the Civil Rights Act of 1964 (42 USC 2000) and 1968 (42 USC 3601)
- All recipients of awards that provide emergency communication equipment must comply with SAFECOM Guidance for Communication Grants that ensure interoperable communications.
- All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 USC 1681) and found in 6 CFR Part 17 and 44 CFR Part 19.
- All recipients must comply with requirements of the Rehabilitation Act of 1973 (29 USC 794).

- For your records and reporting the CFDA number for this grant is 97.042.

County/ Tribal Emergency Management Director

Date

Printed Name: John Doe

County Commissioner/ Tribal Chairperson

Date

Printed Name: John Doe JR.

**State Administrative Authority (SAA)
Administrator**

Date

Printed Name: Jane Doe

SAMPLE